

LICENCE TO USE – FOR THE FILMING OF

The Secretary of State for Defence (hereinafter called "the Authority" and acting as representative of the Crown) agrees to grant to _____ (hereinafter called "the Company") whose registered office is at _____ a non-exclusive Licence:

- a. To have access to _____ on _____ between _____ (to be agreed with Head of Establishment) to enter the areas known as the _____ (hereinafter called "the Premises") and to film the interior and exterior of the Premises (hereinafter called "the Principal Photography")
 - b. to use such filmed material in connection with the film provisionally entitled _____ (hereinafter called "the Production") and the ancillary and allied rights in and to the Production (including without limitation any sequels, prequels, remakes and spin-offs) and related publicity, promotion, advertising, distribution, exhibition, marketing and
 - c. to authorise any person participating in or otherwise concerned with the Principal Photography or attending as invitees of the Company to have access to the Premises with or without animals, motor and other vehicles
 - d. to erect temporary fences barriers signs and notices on the Premises of such type and in such positions as may be previously approved by the Authority and in a manner approved by it
 - e. to have access to the Premises on dates and time to be agreed with Head of Establishment for the purposes of Principal Photography, hereof (such dates being tentative only and subject to change) upon the following terms and conditions:-
- 1. The Company shall pay for this Licence the sum of £ _____ ex VAT such payment to be made by bank transfer on the grant of this Licence. Any additional days will be charged at the same rates as set out above, dependent on whether such additional day is a rest day, setup day, shooting day or strike day.
 - 2. This Licence does not constitute the grant of a tenancy and does not confer on the Company the right to exclude the Authority or any other authorised person from the Premises and the uninterrupted use of the Premises cannot be guaranteed.
 - 3. (1) Access to the Premises shall be only by the routes previously agreed and the Company will be responsible for ensuring that all persons attending or otherwise concerned with the Principal Photography use such routes and do not trespass into adjoining parts of the Authority's estate.

(2) Cars used by persons attending or otherwise concerned with the Principal Photography may be parked at owner's risk.

(3) The said Officer may refuse admission to the Premises or remove therefrom any unauthorised person without stating any reason therefor.

(4) Invitees of the Company attending the Principal Photography may use the Premises and not elsewhere.

4. The Company shall:

(1) ensure that the Premises are not used by the Company for any purpose whatsoever other than for the purpose of the Principal Photography as aforesaid and any activities ancillary thereto including preparations for the Principal Photography and the discharge of its obligations under paragraph 4(13) hereof

(2) ensure that the Principal Photography is conducted in a proper and orderly manner and that no disorderly person is permitted to be or remain on the Premises and that no animal is brought on or allowed to remain on the Premises unless agreed in advance with the said Officer and in any event secured and handled on a leash at all times.

(3) give full written particulars to the said Officer of the detailed arrangements for the Principal Photography ten (10) working days prior to the date upon which the Company requires access to the Premises and at all times during this Licence comply and ensure that all persons using the Premises comply with any directions affecting the Premises or the use of the Premises which may be given by the Authority, the said Officer or any other authorised person and in particular with any Ministry of Defence byelaws regulations instructions or standing orders in force at the Premises, notice of which has been given to the Company

(4) ensure that unless the previous written consent of the said Officer is obtained and then only in accordance with any conditions he may impose no hole or pit is dug in or at the premises and that no tents kiosks stalls or erections are constructed or placed thereon and that no poster or advertisement is erected or exhibited thereon

(5) employ sufficient marshals and stewards to ensure that any persons attending or concerned with the Principal Photography do not trespass outside the areas in respect of which permission is granted hereunder and ensure that no members of the general public are admitted to the Principal Photography

(6) take all reasonable measures (including precautions to minimise the risk of fire and the provision of equipment to deal with outbreaks of fire and facilities for first aid) according to the best practice in activities of a similar nature to secure the safety of all persons attending or otherwise concerned with the Principal Photography

(7) ensure that the provisions of any Sunday Observance Acts for the time being in force are not contravened and that no unreasonable inconvenience or annoyance by noise or exhaust fumes or otherwise are caused as a result of the exercise of any rights hereunder to the owners or occupiers of adjoining or neighbouring property

(8) give all necessary notices and obtain all necessary licences (including but not limited to the licence renewal for operating a drone or drones) and consents required by statute or byelaw in respect of the exercise of any right hereunder

(9) ensure that no one tampers with any gas electricity or water installation and that unless the said Officer has given his previous written consent that no alteration whatsoever is made to the Premises and that no appliance or apparatus is connected to the existing electrical system

(10) comply with and secure compliance of all persons attending or otherwise concerned with the Principal Photography with all statutory provisions relevant thereto and with the conditions of any such licences and consents as are referred to in paragraph 4(8) hereof

(11) provide for the use of persons attending the Principal Photography temporary toilet facilities to the satisfaction of the said Officer and at such points on the premises as he may approve

(12) not permit the sale or consumption on the Premises of intoxicating liquor and drugs or other substances controlled under statute

(13) unless otherwise agreed by the said Officer in writing on or before the termination of this Licence fill in any holes or pits dug on the Premises with such consent as aforesaid and restore the surface of the Premises so far as is practicable to the condition in which it was immediately before the grant of this Licence to the satisfaction of the said Officer and remove from the Premises all litter and anything brought or placed thereon by the Company or by any other person (other than a person acting on behalf of the Authority) and leave the same in a tidy condition

5. IN CONSIDERATION of the Authority agreeing to provide the Premises the Company hereby agrees:

(1) a. That if any servant (which phrase shall include any member of HM Armed Forces), employee or agent of the Crown shall suffer sickness or personal injury (including injury resulting in death) caused by the Company, its employees, agents, invitees or contractors, the Company will fully and effectively indemnify the Crown in respect of:

(i) all sums payable to that servant, employee or agent or any dependant, relative or representative of his or hers by way of pension, gratuity or other compensation (other than retired pay, pension or gratuity to which the servant, employee or agent may be entitled by reason of the length of time for which he or she served as a servant, employee or agent of the Crown) or by way of pay and allowances payable to him or her during any period of absence from duty as a result of the sickness or injury,

(ii) the costs and expenses of any hospital or medical treatment afforded to him or her on account of such sickness or injury, including any medical care or repatriation costs, and

- (iii) any funeral expenses incurred as a result of the death of the servant, employee or agent.

PROVIDED that if the Authority elects the indemnity under (i) above shall be deemed to be satisfied by the payment by the Company to the Authority of a capital sum determined by the Government Actuary in consultation with the Company

b. That if any property of the Crown or of any servant, employee or agent of the Crown or any other property which, at the discretion of the Crown, falls to be replaced at the public expense, is lost or damaged and such loss or damage has been caused by the Company, its employees, agents, invitees or contractors, the Company will repay the Crown, as it may require, either the cost of replacement or repair, whichever is the less

c. That the Company will fully and effectively indemnify the Crown and any servant, employee or agent of the Crown against all liabilities, claims, actions, proceedings, demands, costs, charges or expenses which may be incurred by or made against the Crown or any servant, employee or agent of the Crown in respect of sickness or personal injury (including injury resulting in death) or loss of or damage to any property caused by the Company, its employees, agents, invitees or contractors

d. That the Company will indemnify the Crown against all payments made by the Crown of sums paid to its servants, employees or agents for the purpose of indemnifying them against any such liabilities, claims, actions, proceedings, demands, costs, charges and expenses as are referred to in sub-paragraph 'c' above

e. To effect with an insurance company or companies a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings herein and contained in the sum of at least £10,000,000 (Ten Million) in respect of any claims, nothing in this paragraph shall be construed as limiting or affecting in any way the Company's liability under any of the said indemnities or undertakings.

f. To assign to the Crown all sums hereafter to become due under the said policy or policies which is attributable to a valid claim hereunder and to ensure that the interest of the Crown therein is duly noted by the insurer or insurers

g. To duly pay the premium or premiums payable in respect of the said policy or policies and to produce the policy or policies and receipt or receipts for the premiums for inspection to the said Officer whenever so required by or on behalf of the Authority

h. Subject to sub-paragraph (2) below, that the Company will not make against the Crown, the Authority or any servant, employee or agent of the Crown or any member of a Visiting Force (as defined in the Visiting Forces Act 1952 or any order made thereunder) or member of a civilian component of such Visiting Force any claim in respect of loss or damage to property from whatever cause sustained by the Company (or by any

person employed by the Company or for whom the Company is responsible) or by any other person by reason of or arising out of or in any way connected with the exercise of any rights or performance of any obligations under this Licence.

(2) This indemnity will not apply to such liabilities, losses, claims, costs or damage which have been established to have been due to the negligence of the Authority.

6. This Licence is granted and shall also be subject to the special conditions set out in the accompanying Schedule.
7. This Licence is personal to the Company and the Company shall not seek or purport to assign or charge this Licence or any of the rights or obligations hereunder except to the extent set out in the Schedule.
8. The Authority may, acting in good faith (save for military necessity), (without prejudice to his rights and remedies in respect of anything previously done or suffered) revoke the Licence hereby granted at any time by giving to the Company no less than 48 hours previous notice in writing and in the event of this Licence being revoked before the Premises have been used for the purpose hereby authorised and also in the event of the Company being unable to obtain the licences and consents referred to in paragraph 4(8) hereof the Authority will repay to the Company any sum already paid pursuant to the terms of paragraph 1 hereof but the Company shall have no further claim whatsoever against the Authority in respect of the revocation of the Licence.
9. The Authority warrants and represents that:
 - a) to the best of its knowledge and belief, it alone is entitled to grant the rights and permissions granted to the Company under this Licence (except such consents as may be needed pursuant to paragraph 4(8)) and that it is free to enter into this Licence and that it is vested with all the rights in connection with the Premises necessary to enable it to grant the Company the right to film in or on the Premises in connection with the Production; and
 - b) it will not unreasonably interfere with any filming and neither the Authority, the Officer nor any person for whom the Authority is responsible, will take any photographs or recordings of Company's activities at the Premises or of any personnel engaged on the Production and that the Authority and any person for whom the Authority is responsible will keep confidential any information relating to the Production, any personnel engaged on the Production or Company's activities which may come to the Authority or any person for whom the Authority is responsible for's knowledge as far as it is able to do so and where such activities are within the Authority's control.
10. The Authority acknowledges that the footage as depicted in the script pages/synopsis that the Company has provided to the Authority are not derogatory, defamatory, or offensive and the Authority would not consider the use of the property as depicted in the script pages as being derogatory or defamatory or offensive.

11. A person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence but this does not affect any right or remedy of a third party which exists or is available apart from that Act
12. The terms of this Licence shall be governed by and construed in accordance with the laws of England and Wales and subject to paragraphs 13 to 15 below the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.
13. The parties shall attempt to resolve any dispute or claim arising out of or relating to this Licence through negotiations between the respective representatives of the parties, who have authority to settle the same, which attempts may include the use of Alternative Dispute Resolution (ADR) procedure.
14. In the event that the dispute or claim is not resolved by negotiation, or where the parties have agreed to use an ADR procedure, by the use of such procedure, the dispute shall be referred to arbitration. The arbitration shall be governed by the arbitration Act 1996. The seat of the arbitration shall be England and Wales.
15.
 - (1) For the avoidance of doubt it is agreed between the parties that the arbitration process (including any awards) shall be confidential as between the parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the parties to the arbitration.
 - (2) In the event of any claim by the Authority against the Company, whether or not material, the Authority shall not be entitled to enjoin, restrain or interfere with the Company's production, advertising, publicising, exhibiting or exploitation of all or any part of the filmed materials, as particularised in paragraph 3 of Schedule 1, or the Production.
16. The coming into effect of this Licence is conditional upon the acceptance of the conditions set out in the preceding paragraphs. The Company is therefore requested to confirm its acceptance of these conditions by returning this letter to me with the endorsement of the foot hereof duly signed as soon as possible. The Licence hereby granted is conditional upon the Authority receiving this letter signed by a proper officer of the Company and the payments at paragraphs 1 and 4(14) hereof before the date the Company first requires access to the Premises. If the signed copy of this letter together with the payments is not received by that date this Licence will automatically terminate.

17. A duplicate of this Licence is enclosed for the Company's retention.

Yours faithfully,

For and on behalf of Secretary of State for Defence

To:

ENDORSEMENT

I

on my own behalf and on behalf of the Company by whom I am duly authorised hereby
accept the terms and conditions set out in the above letter.

Dated this day of 20

Signed

THE SCHEDULE
(Special Conditions)

1. Only employees of and other persons duly authorised by the Company shall be entitled to enter into/onto the Premises pursuant to the permission hereby granted. Such persons shall carry and produce at the said Officers request accreditation and/or identification, the form of which shall be agreed between the parties before the Production.
2. The Company shall agree in good faith with the said Officer prior to commencement of Principal Photography those areas on or in the Premises that will be filmed/recorded. The Company will not film or record in any way within or at any parts of the Premises denied access by the said Officer for security, operational or safety reasons (hereinafter called "the Restricted Areas"). The Company hereby agrees that if any material is shot or recorded of the Restricted Areas inadvertently, erroneously or otherwise, such recordings will not under any circumstances be broadcast and will be delivered up to the said Officer at the conclusion of the final editing of the Production.
3. All rights, title and interest in and to the filmed material, all filmed scenes and stills photographs and all other material created pursuant to this Licence by the Company and/or incorporating any part of the Premises shall be the sole and exclusive property of the Company and the Company shall have the irrevocable right in perpetuity and throughout the universe to use (or not to use) and to authorise and/or license others to use, the filmed material, photographs and other material in any and all media and via any manner of exploitation now or hereafter known, for the full period of copyright and all other neighbouring rights, including all extensions, revivals and renewals of such rights and thereafter insofar as is or may be possible in perpetuity, but the Company shall only be permitted to use the same in connection with: (i) the Production (as explained by the Company to the Authority in accordance with Paragraph 5 below) in accordance with the use to be made of the Premises as referred to for the purpose of the Production; and (ii) the ancillary and allied rights in and to the Production (including without limitation any sequels, prequels, remakes and spin-offs) and related publicity, promotion, advertising, distribution, exhibition, marketing and merchandising of the same (and the Authority agrees not to take or authorise any steps to enjoin or restrain such use of such filmed material, photographs and other material).
4. Subject to the Company having no right to make separate use of or exploit the Authority's trademarks, logos, badges, crests, registered designs, design rights and images without the prior written consent of the Authority, the Company shall have the right in perpetuity to exploit and exhibit the Principal Photography and the Production and all other material in connection with the distribution, promotion, publicity and any other exploitation of the Principal Photography and the Production and any "Production related" productions (including, without limitation, any prequels, sequels, flashforward/flashback scenes or similar) including any merchandising in respect thereof with or without the scenes photographed at the Premises in any media whether now known or hereafter devised without further restriction and/or payment to the Authority.

5. The Producer acknowledges that it has explained to the said Officer the scenes/content which are to be shot in or about the Premises and by the signatures to this Licence, the Authority confirms and agrees consent to the filming of the scenes/content and the Company agrees that it will film no other scenes/content save as otherwise approached by said Officer (such approval not to be unreasonably withheld or delayed).
6. The Company shall be entitled by prior agreement with the said Officer to bring onto the Premises such equipment as shall be reasonably necessary to enable the Company to carry out the filming permitted by this Licence. The Company shall comply with all instructions of the said Officer regarding such equipment.
7. Any structural or decorative alterations that the Company requires to be made to the Premises shall not be made without the prior written consent of the said Officer. Any parts of the Premises that are altered shall be properly reinstated to the condition they were in prior to the Company's alteration and filming unless otherwise agreed in writing.
8. (1) For the avoidance of doubt, this Licence gives no right to the Company to record, film or photograph any activity that may be taking place in, on or over the Premises other than that which may be expressly covered by this Licence.

(2) If the Company fails to give written notice of cancellation of this agreement 5 clear days before the Company first requires access to the Premises, the Company shall pay the Authority an administration fee for such cancellation equal to 50% of the sum payable under paragraph 1 of this Licence.
9. The Company shall have the right to assign and/or licence its rights in the Production and all rights in the filmed material (as described at paragraph 4 of this Schedule) and any other rights under this Licence but shall remain primarily responsible for the obligations to the Authority under this Licence.
10. The Company agrees to procure that its employees, agents, invitees and/or contractors fully comply with all rules, regulations and requirements pertaining to civilian personnel as may be in force at the Premises and with all other instructions given by the said Officer.
11. The Company further acknowledges that the said Officer has the right on issues of security, conduct and/or safety to deny access to, expel, land ashore or otherwise remove any person who is considered in the view of the said Officer a threat to the security or safety of the relevant Premises or has failed to comply with any rules, regulations, requirements or instructions pursuant to paragraph 11 above.
12. The Company acknowledges that its employees, agents, invitees and/or contractors will not be permitted access to the Restricted Areas under any circumstances. Any employee, agent, invitee or contractor of the Company found in a Restricted Area will be immediately removed and will be denied further access to all and any of the Authority's premises.
13. The Company undertakes not to edit or use the film footage and any negatives thereof in any way which is likely to bring the Authority into disrepute or which is

derogatory or defamatory or offensive in manner to or of the Authority or any person, organisation or other entity.

14. The Company shall not claim or in any way imply that the Company or its products are endorsed by the Authority. Where the film footage is to be used in connection with the marketing of a product or company, the film footage shall not be used in a manner that directly links the Authority's images by words or otherwise to the products or company but shall only be used in a manner that illustrates the product or company. Where the Company supplies the Authority with products depicted in the images, a factual statement may be made to this effect. The inclusion of the Premises in the Production (including any promotion materials therefor) shall not be deemed to constitute an endorsement.
15. This Agreement shall comprise this Licence and the Schedule and is the entire agreement between Company and the Authority and supersedes all prior arrangements in relation to the use of the Premises in connection with the Production. In the event of a conflict between the Agreement and the Schedule, the terms of the Schedule will prevail.

Plans